



Neil Kelley <nkelley@flapillinois.org>

Carbajal, et al. v. KCG - 16 cv 6005

burr anderson <burranderson@sbcglobal.net>

Fri, Aug 11, 2017 at 4:21 PM

Reply-To: burr anderson <burranderson@sbcglobal.net>

To: Sean Morales-Doyle <smoralesdoyle@dsgchicago.com>, Pasha Vaziri <pvaziri@vaziri.law>

Cc: Neil Kelley <nkelley@flapillinois.org>, "burranderson@AndersonLawIL.com" <burranderson@andersonlawil.com>

I shall get going on a draft. Can you contact chambers?

Burr E. Anderson
Anderson Law Offices PC
400 Lake Cook Road - Suite 221-A
Deerfield IL 60015-4930
(312) 957-1100
Mobile (312) 305-0343
BurrAnderson@AndersonlawIL.com

From: Sean Morales-Doyle <smoralesdoyle@dsgchicago.com>

To: Pasha Vaziri <pvaziri@vaziri.law>

Cc: Neil Kelley <nkelley@flapillinois.org>; "burranderson@AndersonLawIL.com" <burranderson@andersonlawil.com>

Sent: Friday, August 11, 2017 4:03 PM

Subject: Re: Carbajal, et al. v. KCG - 16 cv 6005

Pasha,

Our clients accept your offer on the condition that your clients agree to a term regarding default like the one I previously described. Would you like to take a first crack at drafting the agreement?

Regards,

Sean

On Aug 8, 2017 1:50 PM, "Pasha Vaziri" <pvaziri@vaziri.law> wrote:

Sean,

Our clients offer \$77,000.00 total with an initial down payment of \$20,000.00 paid within 60 days and the remainder paid over the next 14 months. Please keep in mind that our client is borrowing funds and the lender is not writing a blank check. Thank you.

Sincerely,

Pasha Vaziri, Esq.

Vaziri Law LLC

111 W. Washington St., Ste. 1500

Chicago, IL 60602

t: 312.690.2610

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From: semodo@gmail.com <semodo@gmail.com> on behalf of Sean Morales-Doyle <smoralesdoyle@dsgchicago.com>
Sent: Friday, July 28, 2017 3:05:18 PM
To: Pasha Vaziri
Cc: Neil Kelley; burranderson@AndersonLawIL.com
Subject: Re: Carbajal, et al. v. KCG - 16 cv 6005

Pasha,

Our clients counter with a demand of \$90,000. We demand a \$30,000 initial payment to made within 14 days of execution of the agreement and the remaining \$60,000 to be paid in equal, monthly installments over a 12-month period thereafter. Our clients are adamant that the repayment period not extend beyond 12 months. As I discussed with Burr the last time we spoke, we will also require strong language governing the consequences for any default in compliance with the repayment plan, including a provision for an automatic default judgment for the full amount of liability.

We looks forward to your clients' response. We hope we can get this resolved will in advance of the settlement conference.

Regards,

Sean

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Sean Morales-Doyle
Despres, Schwartz & Geoghegan, Ltd.
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Chicago, IL 60602
Ph: (312) 372-2511
Fax: (312) 372-7391
www.dsgchicago.com

On Thu, Jul 20, 2017 at 9:42 AM, Pasha Vaziri <pvaziri@vaziri.law> wrote:
Counsel,

Thank you for your patience during our ongoing negotiations. In response to your most recent demand, and in light of the financials we recently forwarded, I have been authorized to extend an offer of \$75,000.00 broken down as follows:

- \$20,000.00 initial payment to be made within 60 days; and
- the remaining \$55,000.00 to be paid in equal, monthly installments over a 15 month period thereafter.

Please relay to your clients and get back to us. Thank you.

Sincerely,

Pasha Vaziri, Esq.
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